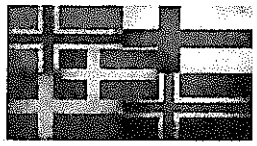


GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of 28th of February 2018 ("**Effective Date**") by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Edvard Thomsens Vej 14, DK-2300 Copenhagen S, Denmark ("**Novartis**") and Endokrinologisk klinik PE, kirurgisk klinik C, Rigshospitalet, a Company incorporated under the laws of Denmark, located at Blegdamsvej 9, 2100 København Ø, Danmark ("**Grant Recipient**"). Novartis and Grant Recipient may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Grant Recipient has specifically requested Novartis' financial contribution in order to support the Grant Activity (as defined in Exhibit A), through a Grant Request Letter, which is attached hereto as Exhibit B;

WHEREAS, in accordance with the Grant Request Letter mentioned above, Novartis wishes to support the Grant Activity with the Grant Amount (as defined in Exhibit A); and

WHEREAS, Grant Recipient accepts the Grant Amount subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed as follows:

1. GRANT BY NOVARTIS

1.1 **Grant**. Novartis will provide the Grant Amount as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A.

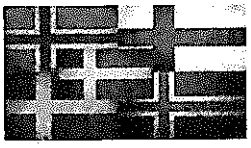
1.2 **Statement of Purpose**. The Grant Activity is for scientific and/or educational purposes only and will not promote Novartis' products, directly or indirectly. The Grant Amount is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any of Novartis' products. The Grant Amount is based upon a budget provided to Novartis by Grant Recipient reflecting a good faith estimate of the actual cost of the Grant Activity. The Grant Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and Grant Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.

1.3 **Novartis Responsibility**. Grant Recipient agrees that Novartis' responsibility is solely to provide the Grant Amount. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Grant Recipient to return the Grant Amount and take other corrective action if Grant Recipient breaches this Agreement.

2. OBLIGATIONS OF GRANT RECIPIENT

2.1 **Use of Grant Amount**.

(a) Grant Recipient shall use the Grant Amount solely for the Grant Activity and shall not use the Grant Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Grant Recipient undertakes to independently contact Novartis in the event any part of the



Grant Amount has not been used for the Grant Activity so that such amount can be refunded to Novartis without undue delay.

(b) Grant Recipient will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations (including any code of practice or other guidelines generally followed by pharmaceutical companies in the relevant country) in connection with the Grant Activity. Grant Recipient warrants that the Grant Activity is compliant with all such requirements.

(c) Grant Recipient is solely responsible for the manner in which the Grant Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Grant Activity and the use of the Grant Amount. Any claims for payment from third parties involved in the Grant Activity are the sole responsibility of Grant Recipient and Novartis will not fund any additional amounts for the Grant Activity.

2.2 **Objectivity & Balance.**

(a) The Grant Activity will be independent, non-promotional and free from commercial influence or bias.

(b) If the Grant Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, that discussion and/or comparison must be objective, balanced, accurate, not misleading or deceptive and in compliance with all applicable laws, rules and regulations. Where appropriate, the Grant Activity will include a discussion of multiple treatment options, and will not focus on a single product.

(c) Grant Recipient will ensure that any titles or overview information relating to the Grant Activity will fairly and accurately represent the scope of the planned activity.

(d) If required, Grant Recipient is responsible for selection of presenters, moderators and collaborators for the Grant Activity. Novartis will not control the planning, content, speaker selection or execution of any Grant Activity. If Novartis suggests presenters, moderators or collaborators, Grant Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

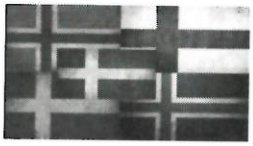
2.3 **Disclosure of Financial Relationships.**

(a) Grant Recipient will: (i) disclose, to all audiences and in all publications relating to the Grant Activity, that Novartis has provided a grant to support the Grant Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Grant Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Grant Recipient which a reasonable and ethical person would expect to be disclosed.

(b) Novartis may disclose publicly the financial and non-financial support provided to Grant Recipient, including, without limitation, the Grant Recipient's identity, the Grant Amount and purpose of the support.

2.4 **Ancillary Activities.**

(a) If the Grant Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Grant Activity. No commercial activities will be permitted in the same room as an educational activity, unless (i) this is allowed in



the country in which the activity will take place and (ii) only to the extent that such commercial activity does not interfere with the purpose of the Grant Activity.

(b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Grant Activity is at the sole discretion of Grant Recipient. Meals and/or receptions, if any, will be modest and conducive to the Grant Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time.

(c) Reconciliation of Expenses. At the conclusion of the Grant Activity, Grant Recipient will provide to Novartis a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Grant Amount not incurred in the implementation of the Grant Activity. In addition, Grant Recipient will retain appropriate records of the Grant Activity and the use of the Grant Amount and will provide copies of the records to Novartis on request to confirm that the Grant Amount has been used in accordance with this Agreement.

3. GENERAL

3.1 **Entire Agreement**. This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between a substantive provision of this Agreement and any Exhibit hereto, the substantive provisions of this Agreement shall prevail.

3.2 **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed under the laws of Denmark, without giving effect to the conflicts of laws provision thereof. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in the Kingdom of Denmark.

3.3 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

NOVARTIS HEALTHCARE A/S

Date and Signature

By: _____

Name: ELISABET OLAFSDOTTIR

Date: 28.02.2018

Title: MA

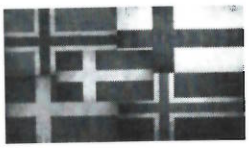
På vegne af Endokrinologisk klinik PE, Rigshospitalet

By: ~~SOPE~~ _____

Name: ULRICH KNIGGE

Title: MD, DMSc

Date: 07-03-2018



Date and Signature

By: Judith Love

Name: JUDITH LOVE

Title: OGM Nordic Oncology

Date: 28.02.2018

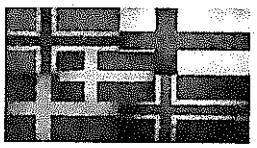


EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: ***200.000*** DKK

Grant Activity: Funding of a scientific research project "PET/CT imaging of uPAR-expression in patients with neuroendocrine tumors using ^{68}Ga-NOTA-AE105. The aim of the project is to investigate the prognostic value of uPAR PET/CT in patients with neuroendocrine tumors. A total of 120 NET/NEC patients will undergo uPAR-PET scan and inclusion of the last patient will happen in December 2019.

The grant can be used to fund a project nurse and materials including special blood tests and analyses, special immunohistochemical stainings and qPCR of specific receptors for the second phase of the project (patients 40-80).

The payment of the grant will be due when 30 patients have been included in the project.

The Grant amount is payable against the corresponding invoice within sixty (60) days of its receipt and at the end of a calendar month.

The invoice shall include all details (including a Purchase Order Number) as specified in the Purchase Order received by Grant Recipient at the following email address: ulrich.peter.knigge@regionh.dk

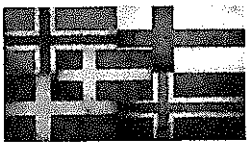


EXHIBIT B

GRANT REQUEST LETTER

Elisabet Oladottir
Medical Advisor, Oncology
Novartis Healthcare A/S
Edvard Thomsens Vej 14, 3. sal
DK-2300 Copenhagen S
DENMARK

4. november 2017

Hermed ansøges Novartis Healthcare A/S om 200.000 kr. for 2018 til fortsat økonomisk støtte til projektet "PET/CT imaging of uPAR-expression in patients with neuroendocrine tumors using ^{68}Ga-NOTA-AE105".
Tidligere titel: "HyperPET – simultaneous hyperpolarized MRSI and uPAR-PET: studies of prognostic value in neuroendocrine tumor patients".

Novartis Healthcare A/S har bevilget 268.000 kr. for året 2016. Siden den forrige ansøgning har vi valgt at øge antallet af patienter som inkluderes til 120, herunder at medtage patienter med neuroendokrine carcinomer (NEC), for derved at kunne dække hele spektret af neuroendokrine neoplasmer. Vi stiler mod at de sidste 30 patienter som inkluderes også får foretaget Hyper-PET.

Desværre er vi af forskellige årsager, herunder lidt lang sagsbehandlingstid i VEK og etablering af fuld monitorering, først kommet i gang med projektet i oktober 2017. Men alt er nu på plads og de første 13 patienter har underskrevet informeret samtykke indenfor den sidste uge.

Der vedhæftes
- Description of the project
- Time frame
- Budget
- Approval from VEK

Med venlig hilsen

Ulrich Knigge
Overlæge, dr.med.
Endokrinologisk klinik PE
Kirurgisk klinik C

Andreas Kjær
Professor, phd, dr. med.
Klinik for Klinisk Fysiologi, Nuclear Medicin & PET

ENETS Neuroendocrine Tumor Centre of Excellence
Rigshospitalet
Københavns Universitet